

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**EDGAR ANTONIO MONTOYA GARCIA, §
and all others similarly situated under §
29 U.S.C. § 216(b), §**

Plaintiff, §

v. § Civil Action No.3:18-cv-03386-E-BH

**OVERNIGHT CLEANSE, LLC, §
GESU RESTAURANT GROUP, INC. §
also d/b/a GESU RESTAURANT §
GROUP LLC, §
SUNU SAMUEL a/k/a SUNNY SAMUEL, §
JOSEFINA MURILLO, §
and ALEJANDRO MURILLO §**

Defendants. §

**CONSENT TO FINAL JUDGMENT AS TO DEFENDANTS OVERNIGHT CLEANSE,
LLC, JOSEFINA MURILLO, and ALEJANDRO MURILLO ONLY**

Pursuant to the Fair Labor Standards Act, 29 U.S.C. §216, *et seq.*, it is hereby agreed and consented that Plaintiff EDGAR ANTONIO MONTOYA GARCIA, shall be entitled to take a Final Judgment against Defendants, OVERNIGHT CLEANSE, LLC, JOSEFINA MURILLO, and ALEJANDRO MURILLO, jointly and severally, in the total amount of \$12,500.00 (Twelve Thousand Five Hundred and 00/100 Dollars), which sum includes all damages and liquidated damages and attorneys' fees and costs, in satisfaction of all claims that were brought in the above-captioned matter against OVERNIGHT CLEANSE, LLC, JOSEFINA MURILLO, and ALEJANDRO MURILLO, jointly and severally, and which sum shall bear interest at the legal rate from the date of this consent judgment onward and for which sum let execution issue. A proposed Final Judgment shall be submitted to the Court for entry in accordance with this Consent. This Judgment does not apply to any other Defendants in this case. The Parties agree

that the Court shall retain jurisdiction to enforce this matter until all sums are paid in full. As part of this Consent Judgment and as a material term, Defendants, OVERNIGHT CLEANSE, LLC, JOSEFINA MURILLO, and ALEJANDRO MURILLO, jointly and severally, have agreed to pay Plaintiff's reasonable attorneys fees and costs incurred in this case as to these named Defendants only, which amount is included in the total judgment amount.

Dated on this 12 day of June, 2020.

Consented and Agreed to By:

**ON BEHALF OF PLAINTIFF
AS ATTORNEY IN FACT**

J.H. ZIDELL, ESQ.
J.H. ZIDELL, PA

BY: /s/ J.H. ZIDELL
J.H. ZIDELL, ESQ.

**ON BEHALF OF DEFENDANT
AS ATTORNEY IN FACT**

CASEY S. ERICK, ESQ.
COWLES & THOMPSON

BY: /s/ CASEY S. ERICK
CASEY S. ERICK, ESQ.